

(c) All deeds conveying any "Original Lot" or conveying the "Marina Site" shall contain the following language:

The grantee covenants and agrees that prior to the construction of any residence on said lot, he will comply with the terms of the "Private Sewage Disposal Regulations of Knox County, Illinois" as they exist at the time of the construction or the ordinances of the Spoon Valley Sanitary District if said district ordinances require a higher degree of treatment of sanitary sewage. The grantee further covenants and agrees that if a public sanitary sewer system shall be installed within one thousand feet of the subdivision on which said lot is located, then within one year following the installation of said sewer, grantee at his expense shall connect to said sewer.

These covenants shall be binding upon the heirs, successors and assigns of the grantees and shall run with the land.

(d) In the case of the "Marina Site" said deed shall contain the same covenants except that it shall include either the construction of a residence or a commercial building for the marina operation.

Section 6. All dwellings shall be served by a potable water supply system. As pertains to the "Marina Site" only structure requiring water service must comply with this section.

Section 7. At some time subsequent to the initial development, it may be necessary to construct a community sewage disposal system. The construction of such public system may be financed, in whole or in part, by the creation of a special assessment district which shall include all Original Lots.

Each owner will pay such special assessments as may be levied against his lot by such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect, at his own expense, his sewage discharge facilities to such community system within ninety (90) days following the completion of said system.

Section 8. Central Illinois Utility Co. has constructed a water system to serve all lots in the properties. At or after such time as water service is made available to lots within the Properties, Central Illinois Utility Co. will give written notice to all owners to whom such service is available. When water service is available in the main installed on or adjacent to a lot, whether or not a tap-on has been made, the owner shall pay an annual water availability fee of \$60.00 per lot. This fee may be billed on an annual, semi-annual or quarterly basis at the discretion of Central Illinois Utility Co. In addition, a hook-on fee of \$195.00 (or the actual cost thereof, if greater), shall be charged for each connection made at the time of making such connection. Central Illinois Utility Co. reserves the right to sell the water system and all rights to water charges and hook-on fees to a private or public water company. Following hook-up,

the rates for standard one-family charges as determined by the United States Government; provided, however, that in the event Central Illinois Utility Co. or its assignee of such water system shall apply for or otherwise be subject to regulation thereof by appropriate state authority, then the rates and conditions of service approved by such regulatory authority and the rules and regulations thereof shall control.

Any owner of real property in said plat of Windemere Subdivision shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

#### ARTICLE VIII GENERAL PROVISIONS

##### Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

##### Section 2. Notices.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

##### Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any other to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.